

EXHIBIT 1-B

DC-16-08769
CAUSE NO. _____ST JOHN MISSIONARY BAPTIST
CHURCH, INC.,
Plaintiff

VS.

GREAT AMERICAN INSURANCE
COMPANY
Defendant§
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IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION**TO THE HONORABLE JUDGE OF SAID COURT:**

COMES NOW, ST JOHN MISSIONARY BAPTIST CHURCH, hereinafter
"Plaintiff" files this complaint of GREAT AMERICAN INSURANCE COMPANY,
hereinafter "Defendant" would respectfully show the Court the following:

A. Discovery Control Plan

Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil
Procedure 190.

B. Jurisdiction and Venue

The claims asserted arise under the common law of Texas. This Court has
jurisdiction and venue is proper because the events that are the basis of this cause
of action occurred in Dallas County, Texas.

C. Parties

Plaintiff, ST JOHN MISSIONARY BAPTIST CHURCH, Inc. is an incorporated non-profit, church under the laws of the State of Texas and is located at 2600 South Marsalis Avenue, Dallas, Dallas County, Texas.

Defendant, GREAT AMERICAN INSURANCE COMPANY is an incorporated insurance group based out of Cincinnati, Ohio whose principal office is located at 301 E. Fourth, Cincinnati Ohio 45202, and is authorized to do business in Texas and may be served with process by serving its President Carl H. Lindner III at 301 E. Fourth, Cincinnati Ohio 45202. Plaintiff request issuance citation at this time.

D. Facts

This organization has been known throughout the community for years. As an operating church and to assure protection against damage seen and unforeseen St. John obtained insurance from Great American. The coverage period in question was from December 30, 2014 through December 30, 2015. It was during this period of time that non-members of the church brought a lawsuit against St. John surreptitiously using the name of the church to sue itself. This lawsuit was successfully defended and dismissed. However, not without several failed attempts seeking legal redress against St. John. Ultimately the Court sided with St John and dismissed the lawsuits. It was after this period of time that St John filed a claim to recover all the monies spent in defending the various lawsuits. Great American denied this claim on more than one occasion.

As a basis for denying the claim Great American cited to the language within the contract itself, which was drafted by Great American to deny the claim. The contract specifically allows an insured to recover attorney fees and other costs in defending itself. The contract specifically states “[t]he insureds **shall not** incur costs of defense or other loss...” (emphasis added). As a result, the insured relied on the specific terms of the contract and in those terms the insurer denied the claim.

Counsel for Plaintiff again attempted to negotiate and understand basis for denying the claim but all to no avail. Thus with no other remedies Plaintiff brings this lawsuit because of the damages suffered.

E. Causes of Action

1. Deceptive Trade Practices Act

As a claim for Deceptive Trade Practices Act against the Defendant, Plaintiff re-alleges and incorporates by reference paragraphs hereinabove. Plaintiff is a consumer, Defendant committed wrongful acts by breaching the terms of the contract between Plaintiff and Defendant. This breach was both the case in fact and proximate cause of Plaintiff's injuries. Plaintiff is entitled to recover for the damages suffered because of Plaintiff's practices.

Misrepresentation - Defendant insured Plaintiff against wrongful acts. Plaintiff misrepresented the specific terms and warranty to Plaintiff. Plaintiff was harmed due to other person's actions. Plaintiff filed an insurance claim to recover the damages. Defendant denied an insurance claim filed by the Plaintiff under the

specific terms of the contract. Defendant's misrepresentation of material facts caused injury to Plaintiff.

Contract Unconscionable - The insurance policy between Defendant and Plaintiff calls for Defendant to cover wrongful acts done to Plaintiff. Plaintiff filed an insurance claim with the Defendant to recover expenses lost by Plaintiff because of wrongful acts. Defendant denied the claim on the basis of "wrongful act." Therefore the contract between Plaintiff and Defendant is thus unconscionable. Unconscionable acts under the DTPA are recoverable. An ordinary person would conceive insurance covers wrongful acts committed against the insured and should be covered.

2. Deceptive Insurance Practices

As a claim for Deceptive Trade Practices Act (DTPA) against the Defendant, Plaintiff re-alleges and incorporates by reference paragraphs hereinabove. Plaintiff is a consumer. Defendant entered into a contract with Plaintiff. Defendant committed wrongful acts by breaching them terms of the contract between Plaintiff and Defendant. This breach was both the case in fact and proximate cause of Plaintiff's injuries. Plaintiff is entitled to recover for the damages suffered because of Plaintiff's practices.

3. Breach of Contract

As a claim for Breach of Contract against the Defendant, Plaintiff re-alleges and incorporates by reference paragraphs hereinabove. Plaintiff entered into a contract with Defendant seeking insurance coverage. Defendant insured Plaintiff. Defendant filed a claim seeking to recover from damages suffered. Defendant

denied Plaintiff's claim. Defendant breached the terms of the contract by failing to cover applicable damages caused against the Plaintiff. Defendant's breach caused injury to the Plaintiff.

4. Bad Faith

As a claim for Bad Faith against the Defendant, Plaintiff re-alleges and incorporates by reference paragraphs hereinabove. Plaintiff entered into a contract with Defendant seeking insurance coverage. Defendant insured Plaintiff. Defendant filed a claim seeking to recover from damages suffered. Defendant denied Plaintiff's claim. Liability toward Plaintiff is reasonably clear. There are no sufficient legal grounds or equitable grounds to deny Plaintiff's insurance claim. Defendant acted in bad faith in failing to adhere to the terms of the policy written by Defendant. Plaintiff has suffered harm because of Defendant's actions.

5. Money Had and Received

As a claim for Money Had and Received against the Defendant, Plaintiff re-alleges and incorporates by reference paragraphs hereinabove. Defendant holds money owed to Plaintiff. Plaintiff is entitled to the proceeds from an insurance claim filed against the Defendant in both equity and good conscience. Defendant's failure to turn over such monies caused injury to the Plaintiff.

F. No Adequate Remedy at Law

There are not adequate remedies at law available to Plaintiff.

G. Jury Trial

Plaintiff hereby demands a trial by jury.

H. Damages

As a direct and proximate result of the occurrences made the basis of this lawsuit, Plaintiff suffered damages including:

- Compensatory damages against Defendant;
- Actual damages;
- Consequential damages;
- Exemplary damages;
- Pre-judgment interest at the highest rate recoverable by law;
- Witness fees
- Such other relief as the Court may deem just and proper;
- Attorney's fees; and
- Costs of Court.

I. Prayer

Plaintiff prays that a citation issue and be served upon Defendant in a form and manner prescribed by law, requiring Defendant appear and answer, and that upon final hearing, Plaintiff have judgment against Defendant in a total sum in excess of the maximum jurisdictional limits of this Court, pre-judgment and post-judgment interest, all costs of Court, exemplary damages, and all such other and further relief, to which Plaintiff may show is justly entitled.

Respectfully submitted,

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